

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA

IN RE:

CIRCUIT CITY STORES, INC. et al

Debtor

Case No. 08-35653

Chapter 11

Court ID (court use only) \_\_\_\_\_

NOTICE OF TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. §1111(a). Transferee hereby gives notice pursuant to Rule 3001(e) (2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this notice.

U.S. Bank National Association, as Trustee,  
in trust for Holders of Commercial Mortgage Asset Trust,  
Commercial Mortgage Pass Through Certificates, Series 1999-C1  
Name of Transferee

The Source

Name of Transferor

Name and Address where notices to Transferee

Name and Current Address of  
Transferor:

should be sent:

c/o Bilzin Sumberg Baena Price & Axelrod LLP  
Attn: Jeffrey Snyder, Esq.  
1450 Brickell Avenue, 23<sup>rd</sup> Floor  
Miami, Florida 33131

Simon Property Group, Inc.  
Attn: Ronald M. Tucker, Esq.  
225 West Washington Street  
Indianapolis, Indiana 46204

Claim No. 12345

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

Respectfully submitted,

/s/Ronald M. Tucker, Esq.  
Ronald M. Tucker, Esq., Attorney for  
Simon Property Group, Inc. solely on behalf of  
W&S Associates, L.P.  
Indiana Bar #11428-49  
(317) 263-2346  
(317) 263-7901 (FAX)  
E-mail address: [rtucker@simon.com](mailto:rtucker@simon.com)

Date: September 25, 2013

### **EVIDENCE OF TRANSFER OF CLAIM**

**TO: THE DEBTOR AND THE BANKRUPTCY COURT**

For value received, the adequacy and sufficiency of which is hereby acknowledged, W&S Associates, L.P. ("Assignor") hereby unconditionally and irrevocably sells, transfers, and assigns to U.S. Bank National Association, as Trustee, in trust for Holders of Commercial Mortgage Asset Trust, Commercial Mortgage Pass Through Certificates, Series 1999-C1 ("Assignee") all of its right, title, interest, claims and causes of action in and to, or arising under or in connection with, its general unsecured claim No. 12345 (as such term is defined in 11 U.S.C. § 101(5)) in the amount of \$2,161,258.85 against **CIRCUIT CITY STORES, INC., et al** (the "Debtor"), chapter 11 case number 08-35653, United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court"), as set forth on "Exhibit A" (attached hereto and incorporated herein by reference). Any claims not listed on "Exhibit A" are expressly not transferred to Assignee and are hereby retained by Assignor.

Assignor hereby waives any objection to the transfer of the claim to Assignee on the books and records of the Debtor and the Bankruptcy Court. Assignor acknowledges and understands, and hereby stipulates, that an order of the Bankruptcy Court may be entered without further notice to Assignor transferring to Assignee the foregoing claim and recognizing the Assignee as the sole owner and holder of the claim. Assignor further directs the Debtor, the Bankruptcy Court and all other interested parties that all further notices relating to the claim, and all payments or distributions of money or property in respect of the claim, shall be delivered or made to Assignee. Assignor hereby waives any notice or hearing requirements imposed by Rule 3001 of the Bankruptcy Rules, and stipulates that an order may be entered recognizing the assignment of this Claim as an unconditional assignment and Assignee as the valid owner of the Claim. Assignor hereby represents and warrants to Assignee that (i) it has the full right and authority to execute and deliver this Transfer of Claim on behalf of the Assignor and to bind Assignor to the terms and conditions of this agreement.

Assignee hereby represents and warrants to Assignor that (i) no consents of third parties are necessary for the execution and performance of this agreement by Assignee except for those consents that Assignee has obtained prior to the date hereof, if any, and (ii) no party other than Assignee has an ownership interest in the Claim, (iii) and it being further understood and agreed that certain persons hold the direct and indirect equity interest in Assignee (whether as partners of a general or limited partnership or holders of membership interests in a limited liability company) and that ownership of such equity interests in Assignee shall not be deemed to constitute a breach of the representations and warranties set forth in this clause. Assignee shall indemnify, protect, defend, and hold Assignor, its partners, and their respective officers, directors, shareholders, members, beneficiaries, and agents harmless from and against any and all damages, expense and liability (including, without limitation, court costs and reasonable attorneys' fees) in connection with or arising from any such representation or warranty of Assignee being inaccurate or untrue in any respect.

In witness whereof, this Evidence of Transfer of Claim is executed as of this 17<sup>th</sup> day of October,  
2013.

By: Ronald M. Tucker  
Ronald M. Tucker, Esq., Attorney for  
Simon Property Group, Inc. solely on behalf of  
W&S Associates, L.P.

By: Jeffrey Snyder  
Jeffrey Snyder, Esq., Attorney for  
Bilzin Sumberg Baena Price & Axelrod LLP  
Solely on behalf of  
U.S. Bank National Association, as Trustee, in trust for Holders of Commercial Mortgage  
Asset Trust, Commercial Mortgage Pass Through Certificates, Series 1999-C1